

Procedure 64: Termination and Job Abandonment

Responsible Office: Human Resources

Issued: November 2002

Revised: October 2020

A. Purpose and Scope

UC Irvine Personnel Procedure 64 implements [PPSM-64, Termination and Job Abandonment](#). This procedure applies to Managers & Senior Professionals, and regular status Professional and Support Staff employees except employees who are in a bargaining unit that has an exclusive representative (union) and are covered by the applicable provisions of their respective collective bargaining agreement.

B. Authority and Responsibility

The department head is responsible for taking and/or approving any dismissal actions. Consultation with assigned Human Resources Business Partner is required prior to taking any action.

C. Guidelines

1. Regular status employees may be dismissed because of misconduct or failure to maintain appropriate work performance standards.
2. Normally, termination is preceded by corrective action unless the employee is absent from work without approval for five consecutive, assigned working days or in those situations when unsatisfactory performance or misconduct warrants immediate dismissal. [PPSM-62, Corrective Action](#), C. provides examples of exceptions to the requirement for a previous Written Warning.
3. An employee who fails to report to work as scheduled for five (5) consecutive workdays without notice or without approval may be considered to have voluntarily resigned from their position due to job abandonment. The University will provide the employee with a written notice of intent to separate due to job abandonment. The notice must include the reason(s) for the separation and a statement that the employee has the right to respond either orally or in writing within eight (8) calendar days. After the employee has responded or after eight calendar days, whichever comes first, the supervisor or department head, in consultation with the Human Resources Business Partner, will review the response, if any, and issue a final decision. This decision is not eligible for review under the complaint resolution policies.

D. Termination: Professional & Support Staff

1. General

Regular (career) status professional and support staff may be terminated from employment because of continuing unacceptable performance deficiencies and workplace misconduct. Normally, termination is preceded by corrective action ([PPSM-62, Corrective Action](#)) unless the unacceptable performance or workplace misconduct warrants immediate termination.

2. Written Warning

When termination is for failure to maintain appropriate work performance standards, the employee must receive at least one written warning prior to termination unless the unsatisfactory performance warrants immediate dismissal. Termination for misconduct does not require a written warning.

3. Notice and Decision

The employee must receive written notice of the intent to terminate. This notice must include a statement of the reason(s) for the intended action, a copy of any materials upon which the termination is based, and a statement that the employee has the right to respond either orally or in writing within eight (8) calendar days of the date of the notice of intent to terminate. After the employee has responded or after eight (8) calendar days, whichever comes first, management will review the response, if any, and inform the employee of the action to be taken.

If dismissal is appropriate, the employee shall receive a Notice of Intent to Terminate (see [Exhibit A](#), and [Exhibit B](#)). There is no exception to this requirement. The notice shall:

- a. Cite the policy ([PPSM-64, Termination and Job Abandonment](#)) under which the intended termination is being taken;
- b. State the intended action;
- c. State the reason for the action;
- d. State the effective date

1) Except in cases of misconduct, an employee shall receive at least 15 calendar days' notice of termination or pay in lieu of notice.

2) In cases of misconduct, an employee shall receive at least eight (8) calendar days' notice of termination, and may be suspended without pay as of the day of the notice of intent to terminate.

- e. Include a copy of any materials and/or previous documentation of corrective action on which the intended action is based;
- f. State the employee's right to respond orally or in writing within eight (8) calendar days from the date of the Written Notice (In the case of misconduct, the period of time an employee has to respond may be shorter than eight (8) calendar days.);
- g. Be accompanied by a Proof of Service prepared by someone who is not a party to the action (see [Exhibit D](#) and [Exhibit E](#)).

4. Final Decision

After consideration of the employee's response, if any, or eight (8) calendar days from the date of the written notice of intent, whichever is sooner, the supervisor will provide the employee with written notification of the final decision (see [Exhibit C](#)). If warranted, the supervisor may reduce the termination action to a less serious corrective action without the issuance of a further Notice of Intent. The Written Notice of Final Decision shall:

- a. Cite the policy ([PPSM-64, Termination and Job Abandonment](#)) under which the termination is being taken;
- b. State the action to be taken;
- c. State the effective date of the action; and
- d. State the employee's right to request a review of the action under PPSM-70, Complaint Resolution.
- e. Include a Proof of Service prepared by someone who is not a party to the action (see [Exhibit D](#) and [Exhibit E](#)).

5. Pay in Lieu of Notice

The employee must receive at least 15 calendar days' notice prior to termination or pay in lieu of notice. The 15 calendar days will be counted from the date of the notice of intent to terminate

However, if the termination is for misconduct, the employee may be suspended without pay as of the date of the notice of intent to terminate. If the employee provides a timely response to the notice of intent, the employee may be terminated immediately after consideration of that response. If the employee does not provide a timely response to the notice of intent, the employee may be terminated immediately after the eighth (8th) day following the date of the intent to terminate.

These procedures do not apply to employees holding Probationary, Limited, Casual/Restricted, or Floater Appointments.

E. Termination: Managers and Senior Professionals – Manager 3 and below (*This section applies to employees in MSP positions classified as Manager 3 and below, unless the employee has been grandfathered under the termination provisions that applied to their pre-Career Tracks classification*)

1. General

Managers and senior professionals as listed in Section E (above) who hold career appointments may be terminated from employment when, in management's judgment, the needs or resources of the department or the performance or conduct of the employee do not justify the continuation of the employee's appointment.

2. Notice and Decision

When an appointment is to be terminated, the employee must receive written notice of the intent to terminate. This notice must include a statement of the reason(s) for the intended action, a copy of any materials upon which the termination is based, and a statement that the employee has the right to respond either orally or in writing within eight (8) calendar days of the date of the notice of intent to terminate. After the employee has responded or after eight (8) calendar days, whichever comes first, management will review the response, if any, and inform the employee of the action to be taken.

3. Notice Period or Pay in Lieu of Notice

An employee terminated for reasons other than misconduct will receive 60 calendar's notice prior to termination or pay in lieu of notice. The 60 calendar days will be counted from the date of the notice of intent to terminate.

However, if the termination is for misconduct, the employee may be suspended without pay as of the date of the notice of intent to terminate. If the employee provides a timely response to the notice of intent, the employee may be terminated immediately after consideration of that response. If the employee does not provide a timely response to the notice of intent, the employee may be terminated immediately after the eighth (8th) day following the date of the intent to terminate.

F. Official Review

1. Official Reviewer

The notice shall also clearly identify the person to whom the employee should direct his or her response, the Official Reviewer (also known as a "Skelly Officer"). The Official Reviewer, the person to whom the employee response is to be directed, should be at

least one administrative level higher within the direct organizational structure than the person who issues the notice of intent. The function of the Official Reviewer is to give the employee an opportunity to respond and to minimize the risk that the notice of intent to impose termination was wrongly issued.

All written notices of proposed actions shall be hand-delivered, with receipt acknowledged via signature on a copy of the notice for UCI HR files. When personal delivery is not possible, the notice may be sent by U.S. Postal Service or other qualified delivery service with the delivery tracked and confirmed. A copy of the supporting documentation supporting the notice of intent should also be provided to Human Resources.

2. Employee Representation

Employees who receive a notice of intent may be assisted by a representative of his or her choosing, except that a supervisory or confidential employee may not represent a non-supervisory or non-confidential employee, respectively, a non-supervisory or non-confidential employee may not represent a supervisory or confidential employee, respectively.

3. Action Taken

After the employee has responded, or after eight (8) calendar days, whichever comes first, the Official Reviewer shall review the response in consultation with the division or department head, as appropriate, if any, and shall notify the employee in writing of the action to be taken in consultation with Human Resources.

If termination action as referenced above is to be imposed, the employee shall be advised of their right to review under [PPSM 70, Complaint Resolution](#). A copy of the final notice will be placed in the employee's personnel file and a copy sent to the Manager.

G. Termination: Managers & Senior Professionals – Above Manager 3 and Equivalent Positions *(This section applies to employees in MSP positions classified above Manager 3)*

1. General

Managers and senior professionals as listed in Section G (above) who hold career appointments serve at the discretion of the Chancellor (COO) and may be terminated at will and at any time with or without cause. The at-will status of these employees cannot be altered except by amendment of this Policy.

2. Notice

Managers and senior professionals may receive, at the sole discretion of the Chancellor, up to sixty calendar days' written notice prior to termination or pay in lieu of notice.

H. Termination Assistance: Managers & Senior Professionals

Managers and senior professional employees may be assisted, at the discretion of the Chancellor, as follows:

1. Assignment of the employee to another position, if a position is available, that the employee is qualified to perform and when the assignment is in the University's interest.
2. Career counseling or outplacement services.
3. Reasonable time off with pay to interview for other positions both within and outside the University.
4. Severance
 - a. When deemed appropriate by the Chancellor, severance pay in the amount of one month of pay, or less, for each completed year of continuous University service up to a maximum of six (6) months of pay may be offered. In order to receive severance, the employee must enter into a written separation agreement that is approved by the University in accordance with the [Regents Policy 4105: Policy on Settlement Litigation, Claims, and Separation Agreements](#).
 - b. No severance pay will be provided when termination is a result of misconduct, as determined by the Chancellor.
 - c. An employee who is reemployed at any University location in any capacity during the paid severance period is required to repay to the University an amount equal to the severance pay received for the time period beginning with the date of hire in the new position to the end of the paid severance period.

In the event the monthly salary in the new position is less than the monthly salary used to calculate the severance pay amount, the employee is required to repay to the University an amount based on the monthly salary of the new position for the time period beginning with the date of hire in the new position to the end of the paid severance period.

A written repayment plan is to be agreed upon between the employee and the University before the employee begins work.

I. References

Personnel Policies for Staff Members

- [PPSM-61](#), Release During the Probationary Period or From Limited, Casual/Restricted, and Floater Appointments
- [PPSM-62](#), Corrective Action - Professional and Support Staff
- [PPSM-63](#), Investigatory Leave
- [PPSM-64](#), Termination and Job Abandonment
- [PPSM-70](#), Complaint Resolution

Regents' Policy

- [Regents Policy 4105: Policy on Settlement of Litigation, Claims, and Separation Agreements | Board of Regents](#)

Personnel Procedures for UCI Staff Members

- [UCI Procedure 62](#): Corrective Action
- [UCI Procedure 63](#): Investigatory Leave

Exhibits (Template Notices)

Exhibit A. Intent to Dismiss for Failure to Maintain Appropriate Work Performance Standards

[Date]

[Employee Name]

[Job Title]

Subject: Notice of Intent to Dismiss

Dear [Name],

This is to inform you of the action being taken relative to your employment at the University of California.

Due to your continued unsatisfactory performance and in accordance with [contract or PPSM-64], this is a Notice of Intent to Dismiss you from [current job title] on [date] (***Except in cases of misconduct, be sure to give at least 15 calendar days' notice of dismissal or pay in lieu of notice.***). Specifically, your [problem behavior/performance] is inconsistent with [cite University policy, UC Irvine procedures, department guidelines or other reason].

On [date], I discussed [problem behavior/performance] with you and issued a written warning to you confirming our discussion. Since that date, there have been other incidents similar to those that prompted my memo. [Detail the specific incident(s) that occurred since the counseling session, including dates of incidents, dates discussed, reasons given for the behavior, etc. Include the negative impact of the issues. Include any reasons given by the employee for the behavior and respond as to the merits of the explanations].

Per [contract or PPSM-64], you have the right to respond to this Notice of Intent to Terminate, either orally or in writing, within eight (8) calendar days from the date of issuance. Please direct your response to [reviewed name, phone, and email].

I strongly recommend that you consider utilizing the resources of the Employee Assistance Program (EAP) at (844) 824-3273 for confidential assistance in resolving any personal problems that may be affecting your work performance and/or behavior.

Sincerely,

[Name of supervisor]

[Title]

Enclosures: Proof of Service

CC: **[Next level supervisor/manager name]**
[Reviewer name], if applicable
[EWR Consultant name]
[HRBP name]
[Union name], if applicable
Employee Personnel File

DO NOT CC OEOD

Attachments: **[Information referenced above; proof of service; historical write-ups, etc]**

Exhibit B. Notice of Intent to Dismiss due to Misconduct

[Date]

[Employee Name]

[Job Title]

Subject: Notice of Intent to Dismiss due to Misconduct

Dear [Name],

This is to inform you of the action being taken relative to your employment at the University of California.

Due to your continued unsatisfactory performance and in accordance with **[contract or PPSM-64]**, this is a Notice of Intent to Dismiss you from **[current job title]** on **[date – in cases of misconduct, an employee shall receive at least eight (8) calendar days' notice of termination and may be suspended without pay as of the day of the Notice of Intent to Dismiss]**. Specifically, your **[problem behavior/performance]** is inconsistent with **[cite University policy, UC Irvine procedures, department guidelines or other reason]**.

On **[date]**, I discussed **[problem behavior/performance]** with you and issued a written warning to you confirming our discussion. Since that date, there have been other incidents similar to those that prompted my memo. **[Detail the specific incident(s) that occurred since the counseling session, including dates of incidents, dates discussed, reasons given for the behavior, etc. Include the negative impact of the issues. Include any reasons given by the employee for the behavior and respond as to the merits of the explanations]**.

Per **[contract or PPSM-64]**, you have the right to respond to this Notice of Intent to Dismiss, either orally or in writing, within eight (8) calendar days from the date of issuance. Please direct your response to **[reviewed name, phone, and email]**.

If suspending employee: I am further advising you that, effective immediately, you are being suspended **[with or without pay]** from your position of **[job title]** in **[department name]**. During your suspension, you may not enter the work site, including **[specify locations]** for any purpose, unless you have made prior arrangement with me. You may not interact with any **[department]** employees not access any University or **[department]** resources, including, but not limited to **[list computer resources]**. You may not destroy or in any way alter files or materials, including computer files.

The following paragraph is optional: You are required to return your **[list items such as keys and access cards for building(s), office(s), vehicles (s), laboratories; service and/or administrative gate pass; employee identification card, files, computer disks and/or software, books, library photocopy cards, voice mail codes OIT/HSIS password(s), computer account(s) passwords, PAL**

(purchasing) card, corporate credit card, University calling card, safety goggles/apparel purchased by the University, etc.] to me immediately. You are required to immediately return all University property provided for your work use at home, included but not limited to **[list computer, fax, modem, printer, etc]**. ***Optional:*** **[Name]** will accompany you to your home immediately to retrieve this property.

I strongly recommend that you consider utilizing the resources of the Employee Assistance Program (EAP) at (844) 824-3273 for confidential assistance in resolving any personal problems that may be affecting your work performance and/or behavior.

Sincerely,
[Name of supervisor]
[Title]

Enclosures: Proof of Service

CC: **[Next level supervisor/manager name]**
[Reviewer name], if applicable
[EWR Consultant name]
[HRBP name]
[Union name], if applicable
Employee Personnel File

DO NOT CC OEOD

Attachments: **[Information referenced above; proof of service; historical write-ups, etc]**

Exhibit C. **Dismissal**

[Date]

[Employee Name]
[Job Title]

Subject: Dismissal

Dear **[Name]**,

This is to inform you of the action being taken relative to your employment at the University of California.

If employee responded to Intent to Dismiss within timeframe (skip to next paragraph if employee did not respond):

[Reviewer Name] has responded to your explanation regarding my Notice of Intent to Dismiss dated **[date]**. **[Reviewer name]** supports the decision to go forward with the dismissal.

In accordance with **[contract or PPSM-64]**, your employment as **[job title]** will be terminated

effective [date of termination].

Your continued [unsatisfactory performance/misconduct], specifically, [problem behavior/performance] is inconsistent with [cite University policy, UC Irvine procedures, department guidelines or other reason].

The following paragraph is optional: You are required to return your [list items such as keys and access cards for building(s), office(s), vehicles (s), laboratories; service and/or administrative gate pass; employee identification card, files, computer disks and/or software, books, library photocopy cards, voice mail codes OIT/HSIS password(s), computer account(s) passwords, PAL (purchasing) card, corporate credit card, University calling card, safety goggles/apparel purchased by the University, etc.] to me immediately. You are required to immediately return all University property provided for your work use at home, included but not limited to [list computer, fax, modem, printer, etc]. ***Optional:*** [Name] will accompany you to your home immediately to retrieve this property.

Per [contract or PPSM-64], you have the right to respond to this Dismissal Notice, either orally or in writing, within eight (8) calendar days from the date of issuance. Please direct your response to [reviewer name, phone, and email].

Sincerely,
[Name of supervisor]
[Title]

Enclosures: Proof of Service

CC: [Next level supervisor/manager name]
[Reviewer name], if applicable
[EWR Consultant name]
[HRBP name]
[Union name], if applicable
Employee Personnel File

DO NOT CC OEOD

Attachments: [Information referenced above; proof of service; historical write-ups, etc]

**Exhibit C. Proof of Service
Delivery by U.S. Mail**

PROOF OF SERVICE

Delivery by U.S. Mail

I declare that I am over the age of eighteen years and am not a party to the issue described in the attached notice. My work address is University of California, Irvine, [**Department/Unit Name, Room Number + Building Name**] [**City**], California, [**Zip code**]. On [**date**], I served the attached Notice of Investigatory Leave by placing a true copy enclosed in a sealed envelope with postage fully paid in the United States mail, addressed as follows:

[**Name of Recipient**]
[**Street Address**]
[**City, State, Zip code**]

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on [**date**] at [**city**], California.

Signature
[**Name Typed Here**]

**Exhibit D. Proof of Service
Personal Delivery**

PROOF OF SERVICE

Personal Delivery

I declare that I am over the age of eighteen years and am not a party to the issue described in the attached notice. My work address is University of California, Irvine, [**Department/Unit Name, Room Number + Building Name**] [**City**], California, [**Zip code**]. On [**date**], I personally delivered the attached Notice of Investigatory Leave to:

[**Name of Recipient**]
[**Street Address**]
[**City, State, Zip code**]

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on [**date**] at [**city**], California.

Signature
[Name Typed Here]